

**JOINT VENTURE COOPERATIVE AGREEMENT
BETWEEN THE JULIAN UNION SCHOOL DISTRICT,
THE JULIAN UNION HIGH SCHOOL DISTRICT,
AND THE COUNTY OF SAN DIEGO FOR THE
PROVISION OF A HOMEWORK CENTER**

This Joint Venture Cooperative Agreement (hereinafter, "Agreement"), is entered into this _____ day of _____, 200__, by and between the Julian Union School District (K-8) and the Julian Union High School District (grades 9-12) (hereinafter, "School Districts") and the County of San Diego (hereinafter, "County").

1. **Recitals**

The parties agree that this agreement is made for the purposes of and with respect to the following facts, which each party agrees and acknowledges are true and correct:

- ❖ The parties hereto have entered into an "Agreement for the Provision of a Homework Center" dated _____, 200__ at the new San Diego County Library, Julian Branch.
- ❖ The School Districts and the County wish to enter into an agreement for the provision of a Homework Center at the San Diego County Library, Julian Branch.

2. **Term**

The term of this Agreement shall commence upon _____, 200__ and continue for 20 years. The type of library service may be modified during this period as long as the service meets the definition of Joint Venture Service as defined in the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000.

3. **Roles and Responsibilities of Parties**

❖ **Funding**

County

The County shall provide funding, operate, staff, equip and maintain the Julian Branch Library and Homework Center as consistent with other San Diego County Library Branches of similar size, based on the library budget approved each fiscal year by the County Board of Supervisors.

School Districts

The Julian Union High School District shall donate the land for the library with the provision that the library land would revert back to the Julian Union High School District should the Library Bond Act application not be funded.

❖ **Staffing**

County

The County will staff the library and Homework Center with a combination of County Library staff, which includes a branch librarian.

Initial library staff will be comprised of the following classifications:

Qty	Classification
1	Librarian II - part time
1	Library Technician III
1	Library Technician II
1	Library Technician I

School Districts

The School Districts may fund additional staffing, beyond that provided by the County, subject to a mutual written agreement of both the School Districts and the County based upon adjustment of costs and related policies.

➤ **Student Homework and Reading Tutors:**

First-Year: The Julian Union High School District shall encourage students from grades 9-12 to provide homework and reading assistance to students in grades K-8 two evenings each week of the school year, with schedule determined by the Homework Center Advisory Team. Homework and Reading Tutors may receive community service credit, as determined by the Districts.

Second-Year: The Julian Union High School District shall encourage students from grades 9-12 to provide homework and reading assistance to students in grades K-8 two evenings and one afternoon each week of the school year, with schedule determined by the Homework Center Advisory Team.

➤ Teacher Participation:

The Julian Union High School District and Julian Union School District may encourage teacher participation in the homework center.

❖ **Volunteers**

County

Volunteers shall comply with the San Diego County Library Volunteer Program Policy. The use of volunteers, if any, shall include:

- High school students who may volunteer to tutor and read to younger students in the Homework Center's tutor program.
- Teacher volunteers who may teach the tutors homework assistance methods.
- High school and junior high students who may volunteer to serve on the Student Advisory Council.
- Student Advisory Council members who may volunteer to help with the monthly after-school computer activity.
- Parent volunteers who may help library staff mentor the Student Advisory Council
- Friends of the Library who may volunteer to help with many of the programs in the Homework Center throughout each year.
- Students who may do their school district mandated community service by volunteering in the library, shelving books, preparing for craft programs, and washing books, etc.

❖ **Supervision**

County

The County will supervise the staff, operations and services of the library and Homework Center.

School Districts

The School Districts will supervise students as they use the Homework Center during school hours.

❖ **Operation/Location**

County

The County shall operate the Julian Branch Library on the days and hours set forth in Exhibit A of this Agreement. The Operation of the Julian Branch Library shall be the sole responsibility of the County. The County shall provide to Julian Branch Library customers, including the School Districts, the full range of library services currently provided system wide by the San

Diego County Library including, but not limited to, library administration services, circulation services, technical services, information system services, adult services, youth services, reference and readers advisory services, and public programs. The County will operate the Homework Center in accordance with this Agreement

The Homework Center shall be located in the new Julian Branch Library to be constructed on a 1.5 acre site donated to the San Diego County Library by the Julian Union High School District on the northeast corner of 2nd Street and Highway 78. The library site will be adjacent to the Julian Union High School, 1656 Highway 78, Julian, California, 92036.

The Homework Center will be an integral part of the Children's and Young Adult areas. The Children's and Young Adult areas will be situated conveniently adjacent to the study rooms, computer workstation, and book stacks. This will allow a place to house materials targeted for K-12 students, space for completing homework and/or study assignments, computer accessibility to assist students K-12 in computer training and literacy, research, and language activities.

School Districts

The School Districts and the County by mutual written agreement may increase or decrease the days and hours of service per week or otherwise modify the schedule, beyond that provided by the County. Any modification of the days or hours of service shall be subject to a mutually agreed upon adjustment of costs.

❖ **Management**

County

The County shall manage the Julian Branch Library in accordance with the County Board of Supervisors, this Agreement, and County Library Policy.

The County and its Library Director shall retain all authority for rendition of services, standards of performances, control of personnel, and other matters incident to the performance of services by County pursuant to this Agreement.

The County shall appoint a liaison, which shall annually meet with the School Districts to evaluate and update the Agreement and Homework Center services.

School Districts

The School Districts shall each appoint a liaison, which shall annually meet with the County to evaluate and update the Agreement and Homework Center services. The advice provided by the School Districts to the County is key to the assurance that the Homework Center continually reflects the materials and services that will aid students to academic success.

4. **Joint Venture Homework Center Plan of Service**

a. Specialized print and electronic resource collections responsive to curriculum needs, including designated computer time for student homework needs.

Target Students

Grades K-12

Program

A curriculum-based collection of both reference and circulating materials will be maintained. It will include materials of various grade levels. The focus of selecting youth materials will be to promote reading, foster learning skills and support assignment needs. Direct support is a distinct move from complimenting the curriculum in a general way, as has been done in the past.

Specific Activities

The County Library claims to develop a collection which includes the following goals.

- Expand homework reference collection and shelve in Homework Center
- Expand student related circulating nonfiction and fiction collections
- Provide Homework Center display of reading and homework related handouts such as “Tips for Parents on How to Read to Your Children”
- The San Diego County Library subscribes to an extensive list of online databases that will be available to students. These offer a variety of sources for homework assignments and research papers in English and Spanish. Especially noteworthy for students are the following databases:
 - Careers Online - Career exploration and job search activities
 - College Source Online - Thousands of complete college catalogs
 - Infotrac and Electric Library - Millions of magazine and newspaper articles
 - Gale Databases - In-depth information on authors, literary criticism, world biographies, and history
 - Grangers - Poetry index and thousands of poems in full text
 - E-books - Entire books available electronically, either at the library or at home
 - Grolier Multimedia - Online encyclopedia with audio clips that add interest for young students
 - Newsbank - Full text content for the *San Diego Union-Tribune* and other newspapers
 - C Q Researcher - Balanced presentations of popular and controversial issues

4. **Joint Venture Homework Center Plan of Service - continued**

Most of the library's databases are available for remote customer access via the Library's Internet site, www.sdcl.org. New databases are added to this list annually. As student needs are recognized and through teacher recommendations, more homework focused online databases will be acquired.

Students can use the Library's software programs to write reports, create graphs, charts and presentations. Microsoft Word, Excel and PowerPoint will be available on 12 computers in the Homework Center. Students can save their work to disc giving them the opportunity to work on assignments on both the school and library computers.

The computers in the youth area of the Homework Center will be dedicated for student homework needs after school and during other peak periods of the week. Students can also use the other computers in the library for homework on first come, first serve basis. All the computers will have half hour usage times when other students and customers are waiting.

Internet access will be available to students as outlined in the San Diego County Library's Internet Policy. Parents of children under the age of 18 must read and sign an Internet Consent form. The parents sign to give permission for their child to use the Internet, the child also signs the consent form, agreeing to use the Internet in a safe and responsible way. Library staff is trained in the use of the Internet and can teach students the search techniques necessary to find quality information.

- A Student Advisory Council, consisting of Junior High and High School Students, will be formed primarily to assist in materials selection and program planning. This group will suggest, plan and help with library programs for youth. They may choose to present programs themselves for their peers, families, or younger children. Library staff and parent volunteers will mentor students who will commit to serve on the Council for one year.
- A homework materials suggestion box will be kept in the Homework Center to serve as a reminder to students and parents that their input for materials is important.

Purpose

Student trips to the Library for materials will result in a variety of school specified resources from which to choose. Students can be actively involved in materials selection by using the materials suggestion box and older students can choose to serve on the Student Advisory Council.

4. **Joint Venture Homework Center Plan of Service - continued**

Library and School Partners

The schools will alert the Library to their state and district mandated lists of materials. The library will use the lists as library materials selection tools in both fiction and non-fiction areas. In this way, the library can expand student assignments.

Every September and January, the Library will give teachers, grade K – 12, an opportunity to request books that will support their curriculum needs. This may be done at a teachers' meeting or by use of a form sent to each teacher and will serve to keep communication lines open between teachers and library staff. For example, when the 5th grade teacher lists that there is a need for materials on Egypt, this can lead the library staff to offer to set aside materials on Egypt for a class visit or research assignment.

4. **Joint Venture Homework Center Plan of Service - continued**

b. Temporary reserve collections in response to teacher requests

Target Students

Grades K – 12

Program

The Library and Schools will cooperate to maintain temporary reserve collections that will support student assignments. School textbooks, supplied by the schools, may be part of this collection.

Specific Activities

- Teachers can request that Library staff gather materials on a certain topic or fiction genre and place them on reserve for student use. Students have an opportunity to use these materials all hours the library is open. These materials may or may not be allowed to be checked out by students, depending on the assignments and amount of materials.
- An example of this program in action would involve a 7th grade teacher requesting that the library put aside materials pertaining to the Colonial America period. Library staff will gather history, biography, art and literature materials that support that time in history. They will create a list of Internet websites and library online database searches to consult. The teacher will brief the library staff on the assignment and leave a written copy of the assignment, complete with when the assignment ends, for students to consult.

Purpose

Students can access materials that have been specifically set aside for their homework assignments. Each student can approach their assignment on an equal basis, knowing that the reference reserve materials will be there. If students have forgotten their textbook at school, they can use the library copy.

Library and School Partners

Library staff will gather materials on teacher request and assist students in the use of the temporary reserve collection. Teachers will give the library advance notice of assignments, provide a written copy of the assignment and indicate the dates the assignment begins and ends.

4. **Joint Venture Homework Center Plan of Service - continued**

c. Peer and/or adult assistance, either paid or volunteer

Target Students

Grades K – 8 (needing homework or reading help)

Grades 9 – 12 (tutors)

Program

High School students will volunteer to tutor younger students by helping them with homework assignments and/or reading skills.

Specific Activities

On two evenings a week, depending upon availability, high school students will be available to tutor students, grades K – 8, with their homework. They will also offer to read to students or to listen to students read to them. The primary criterion to become a tutor is the high school student's willingness to help others learn. Grade point average will not be a criterion for tutors. A six-month commitment to the tutoring program will be required. Students seeking tutoring can come to the library anytime during tutoring hours, and no sign-up is necessary. The majority of tutor and student interaction will take place in the Community Room or study rooms. This will allow for quiet studying in the Homework Center.

Purpose

Students can get homework and reading help from older students. The younger students will benefit by seeing that teens value reading and education.

The high school tutors will gain the satisfaction of helping younger students with their homework and reading. They will also learn how to use the library and become familiar with library resources.

Library and School Partners

Teachers will encourage high school students to participate in the program. The library staff will post signs in the library and advertise in the school paper whenever new student homework and reading assistants are needed. Library staff and teacher volunteers will train the students in storytelling, reading-aloud skills and homework assistance methods.

4. **Joint Venture Homework Center Plan of Service - continued**

d. After-school computer or language literacy activities

Target Students

Grades K – 12

Target Teachers

All teachers in both school districts

Program

The Homework Center will offer three programs that contribute to the computer literacy skills of students and teachers.

- A monthly after-school computer activity will be planned for students. The Student Advisory Council will be key in suggesting the program topics, planning the event and helping the day of the program.
- Annual student computer orientations will be presented. These will give students a general introduction to the library catalog, library databases, and Internet search techniques. The Homework Center Advisory Team suggested this program be included in the Homework Center services.
- Annual in-service online database training for teachers will be offered, so they will be aware of the new databases and their benefits for students. Teachers will know online resources and how to access them before they include them in student assignments. The Homework Center Advisory Team suggested that this program be added to the Homework Center Plan of Service.

Specific Activities

These programs would all include an initial introduction to the library catalog, library databases and the Internet.

- The monthly after-school computer activity will be geared to different ages of students. An online writing contest is an example of one activity. An initial kick-off program will be held on the monthly computer activity program day. The program rules will be explained and a brief hands-on introduction to word processing will be presented. A guest local writer will be asked to lead the rest of the program that will get those attending started with their writing. Students of all grades will submit entries throughout the month. The Friends of the Julian Library will be asked to supply incentives to entice students to enter the contest, and they will also serve as judges of the contest. Everyone entering the contest will receive recognition through an incentive and a certificate.

Another topic will be Job Readiness, which will include filling out an online application, compiling a resume, writing a cover letter and an interview follow-up letter. Other topics will be directly related to the curriculum and will include a bibliography of helpful Internet sites and the library's databases.

The Student Advisory Council may choose to plan some totally fun programs as well.

- The after-school student online orientations will center on the San Diego County Library's web page, www.sdcl.org. It will begin with a library catalog search for information that is geared to the grade level and interest of the students. From the library's web page, the students will be led to the library's databases. Depending on the grade level of the students this will either concentrate on the Grolier online multimedia encyclopedia or for the older students, the Infotrac periodical database. Internet searching will begin with the San Diego County Library website with Internet sites for kids or Internet sites for teens. Internet search techniques will be taught to the older students using the Librarian's Index to the Internet as the example of a directory and Google.com as the example of a search engine. These orientations will be offered during the months of October and February.
- The in-service training for teachers will be scheduled as after-school sessions in September and October so teachers can incorporate the library into their curriculum planning. Besides offering a general introduction to the library's online resources, teachers can request a specific topic related training they need. An example of this is an orientation to the library's literary databases. These will include using the Gale and Grangers databases. An author will be chosen, such as Robert Louis Stevenson, and information about him will be gathered from a variety of online sources. The search techniques of each database will be taught throughout the demonstration.

Purpose

The computer literacy activities are to increase the skills of both students and teachers so they feel comfortable using the computer to access materials. The activities will expand their knowledge of what is available online.

Library and School Partners

The Branch Librarian will promote and coordinate these programs with library staff, volunteers, teachers and the Student Advisory Council.

The school will post flyers and promote the after school online monthly computer activity for students. Teachers will encourage the attendance of students in the student online orientations. School administrators will encourage the attendance of the teachers in the online in-service orientations.

5. **Ownership of the site, facility, furnishings, equipment, and library materials.**

The San Diego County Library shall own and be responsible for the site, facility, furnishings, equipment and library materials.

6. **Funding**

❖ **First-year Costs:**

First-year funding for the purchase of materials and electronic resources will be provided by the San Diego County Library and \$10,000 from the Julian Elementary School District. The Julian Union High School District may transfer the existing high school library collection, which shall be entered into the San Diego County library catalog database. Selection and purchasing will be provided and under the direction of County Library staff, in consultation with the Homework Center Advisory Team.

❖ **Annual Costs:**

Ongoing funding of homework materials will be included in the annual budget of the Julian Branch, and provided by the San Diego County Library with input from the Homework Center Advisory Team.

7. **Collection**

County

The County shall provide library materials collection development for the Homework Center and book collection at a level that is consistent with the annual library budget approved by the County Board of Supervisors. The High School District may transfer the existing High School Library collection to the County, who shall own the collection and enter it into the Library catalog database. Materials shall be maintained in accordance with County Library policy and procedure.

School Districts

The School Districts may contribute to the book collection either with materials or funds in accordance with San Diego County Library policies.

Homework Center Advisory Team

A Homework Center Advisory Team, composed of teachers, parents, students and County Library staff shall meet when the library is built to ensure that the Homework Center Plan of Service and collections meets the needs of students.

8. **Promotion**

County

The County will promote the activities of the library including news articles and flyers, classroom visits and presentations to pertinent groups.

School Districts

The School Districts will promote the activities by bringing groups regularly to the Homework Center, providing plenty of notice to library staff of upcoming library related assignments, encouraging families to use the Homework Center with their students, and encouraging students to help in the Center as volunteers.

9. **Maintenance**

The County shall be responsible for the interior and exterior maintenance of the building, including the library grounds and designated parking.

10. **Custodial Service**

The County shall provide custodial services for the interior of the building and maintain the landscaping surrounding the library facility.

11. **Enhanced Service Level**

School Districts may request an enhanced level of regular library related services, beyond that provided by the County, including additional staffing and/or days and/or hours of operation for the Homework Center. County shall make its best effort to accommodate the School District's request in this regard. An enhanced level of library services may be purchased by the School Districts from the County at a rate to be determined by mutual written agreement of both parties. All requests by the School Districts for enhanced library services shall be made in writing to the County.

12. **Annual Review/Modification of Agreement**

The County and School Districts shall each appoint a liaison, which shall annually meet to evaluate and update the Agreement and Homework Center services. Annual evaluation shall occur in January of each year.

The advice provided by the School Districts to the County is key to the assurance that the Homework Center continually reflects the materials and services that will aid students to academic success.

13. **Field Act**

This project will not be subject to Field Act requirements. The building will not be located on school property, nor does it provide space for required educational purposes for more than 24 K-12 pupils at any one time.

14. **Twenty-Year Commitment to Joint Venture Library Service**

All parties have agreed to provide joint venture library services, consistent with the purpose of a Homework Center, for a minimum of 20 years from the date of opening of the new library. During the 20-year period, the joint venture library service activity may be modified, as mutually agreed by all parties, as long as a joint venture library service which promotes reading, fosters learning skills, and support school assignment needs is provided.

15. **Provision of Public Library Direct Services for Forty Years**

This Agreement acknowledges and incorporates Education Code section 19999 20440 (e) (3) (G) of the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, that public library direct services will be provided at the Julian Branch Library for a minimum of 40 years from the date of opening of the new library.

16. **Agreement Compliance**

County

The Library Director of the County, or his/her designee, shall be the County's Agent.

School Districts

The Superintendents, or their designees, shall be the School Districts Agents with respect to determining, evaluating, and obtaining the County's compliance with this Agreement.

17. **Dispute Resolution**

The parties agree to provide each other with written notice of nonperformance, unsatisfactory performance, or any other dispute arising from the terms of this Agreement within thirty (30) days of the deficiency or dispute being identified. The parties shall have thirty (30) days from receipt of said written notice to correct any performance deficiencies. The parties agree to cooperate in good faith to resolve any performance issue or dispute arising from this Agreement. In the event any dispute cannot be resolved under these procedures, each party retains such legal and equitable remedies as it may have under law to enforce this Agreement.

18. **Indemnification**

❖ County, its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of School Districts or any of its officers or employees, or for any dangerous or defective condition of any property of School Districts. School Districts shall indemnify and hold County, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon the condition of any property of School Districts, or upon any act or

omission of School Districts, its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and School Districts shall defend at its expense including attorney fees, County, its officers, agents, employees and independent contractors in any legal action or claim of any kind, based upon such condition of School Districts property, or alleged acts or omissions.

- ❖ County shall indemnify and hold School Districts, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and County shall defend at its expense including attorney fees, School Districts, its officers, agents, employees and independent contractors in any legal action or claim of any kind, based upon such alleged acts or omissions.

19. **Notices**

Whenever it shall be necessary for any of the parties to serve notice on the others regarding this Agreement, such notice shall be served either in person, by certified mail, return receipt requested, or by fax, and addressed as follows:

School Districts
Superintendent
Julian Union School District
1704 Cape Horn
P.O. Box 337
Julian, California 92036-0337
Fax (760) 765-0220

County
Library Director
San Diego County Library
5555 Overland Avenue, Bldg 15
San Diego, California 92123
Fax (858) 495-5658

Superintendent
Julian Union High School District
1656 Hwy 78
P.O. Box 417
Julian, California 92036-0417
Fax (760) 765-2926

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove written.

JULIAN UNION HIGH SCHOOL DISTRICT

COUNTY OF SAN DIEGO

Superintendent

JULIAN UNION SCHOOL DISTRICT

Superintendent

ATTEST:

APPROVED AS TO FORM:

School District Counsel

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

County Counsel

JULIAN BRANCH LIBRARY
PROPOSED ANNUAL OPERATING COSTS
PROPOSED OPENING: FY 2004-05

EXHIBIT A

Schedule: (Proposed only--the library will be open two nights a week at the community's discretion)

Monday	n/a	-
Tuesday	10:00 - 6:00	8
Wednesday	10:00 - 8:00	10
Thursday	10:00 - 8:00	10
Friday	10:00 - 5:00	7
Saturday	10:00 - 5:00	7
Sunday	n/a	-
Total Open Hours		<hr/> 42